



Standard Trading Conditions

DUBLIN

Cedar Drive
Dublin Airport Logistics Park
St. Margaret's
Co. Dublin

SHANNON

Unit 2 Beech Park
Smithstown
Shannon
Co. Clare

CORK

Euro Business Park
Little Island
Cork

All services undertaken subject to our standard trading conditions printed overleaf.

DHL GLOBAL FORWARDING (IRELAND) LIMITED

STANDARD TRADING CONDITIONS

FREIGHT FORWARDING CONDITIONS OF CONTRACT

The Customer's attention is drawn to the Clauses hereof which exclude or limit the Company's liability and those which require the Customer to indemnify the Company in certain circumstances.

DEFINITIONS AND APPLICATION

1. In these Conditions-
- "Company" means **DHL GLOBAL FORWARDING (IRELAND) LIMITED.**
- "Person" Includes persons or any Body or Bodies Corporate.
- "The Owner" Means the Owner of the goods (including any packaging, containers or equipment) to which any business concluded under these Conditions relates and any other person who is or may become interested in them.
- "Customer" Means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information or services.

2. (A) Subject to Sub-Paragraph (B) below, all and any activities of the Company in the course of business whether gratuitous or not are undertaken subject to these Conditions.
- (B) If any legislation is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be overridden to that extent and no further.
3. The Customer warrants that he is either the Owner or the Authorised agent of the Owner and also that he is accepting these Conditions not only for himself but also as Agent for and on behalf of the Owner.
4. In authorising the Customer to enter into any Contract with the Company and/or in accepting any document issued by the Company in connection with such Contract, the Owner and Consignee accept these Conditions for themselves and their Agents and for any parties on whose behalf they or their Agents may act, and in particular, but without prejudice to the generality of this Clause, they accept that the Company shall have the right to enforce against them jointly and severally any liability of the Customer under these Conditions or to recover from them any sums to be paid by the Customer which upon proper demand have not been paid.

THE COMPANY

5. (A) Subject to Clauses 13 and 14 below, the Company shall be entitled to procure any or all of its services as an Agent or to provide those services as a Principal.
- (B) The offer and acceptance of an inclusive price for the accomplishment of any service or services shall not itself determine whether any such service is or services are to be arranged by the Company acting as Agent or to be provided by the Company acting as a Contracting Principal.
- (C) When acting as an Agent the Company does not make or purport to make any Contract with the Customer for the carriage, storage, packing or handling of any goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing Contracts with Third Parties so that direct contractual relationships are established between the Customer and such Third Parties.
- (D) The Company shall on demand by the Customer provide evidence of any Contract entered into as Agent for the Customer. Insofar as the Company may be in default of this obligation, it shall be deemed to have contracted with the Customer as a Principal for the performance of the Customer's instructions.
6. When and to the extent that the Company has contracted as Principal for the performance of any of its services, it undertakes to perform and/or in its own name to procure the performance of those services and subject always to the totality of these Conditions and in particular to Clauses 26-29 hereof accepts liability for loss of or damage to goods taken into its charge occurring between the time when it takes the goods into its charge and the time when the Company is entitled to call upon the Customer, Consignee or Owner to take delivery of the goods.
7. When and to the extent that the Company in accordance with these Conditions is acting as an Agent on behalf of the Customer, the Company shall be entitled and the Customer hereby expressly authorises the Company to enter into Contracts on behalf of the Customer:-
- (A) for the carriage of goods by any route or means or person;
- (B) for the storage, packing, trans-shipment, loading, unloading or handling of the goods by any person at any place and for any length of time;
- (C) for the carriage or storage of goods in or on transport units as defined in Clause 19 and with other goods of whatever nature, and
- (D) to do such acts as may in the opinion of the Company be reasonably necessary in the performance of its obligations in the interests of the Customer.
8. The Company reserves to itself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of goods.
9. The Company shall be entitled to perform any of its obligations herein by itself or by its parent, subsidiary or associated Companies. In the absence of agreement to the contrary any Contract to which these Conditions apply is made by the Company on its own behalf and also as Agent for and on behalf of any such parent, subsidiary or associated Company and any such Company shall be entitled to the benefit of these Conditions.
10. (A) Subject to Sub-Clause (B) hereof, the Company shall have a general lien on all goods and documents relating to goods in its possession, custody or control for all sums due at any time from the Customer or Owner and shall be entitled to sell or dispose of such goods or documents as Agent for and at the expense of the Customer and apply

the proceeds in or towards the payment of such sums on 28 days notice in writing to the Customer. Upon accounting to the Customer for any balance remaining after payment of any sum due to the Company and the costs of sale or disposal the Company shall be discharged of any liability whatsoever in respect of the goods or documents.

- (B) When the goods are liable to perish or deteriorate the Company's right to sell or dispose of the goods shall arise immediately upon any sum becoming due to the Company subject only to the Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the goods before doing so.
11. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to Freight Forwarders.
12. (A) If delivery of the goods or any part thereof is not taken by the Customer, Consignee or Owner at the time and place when and where the Company is entitled to call upon such person to take delivery thereof, the Company shall be entitled to store the goods or any part thereof at the sole risk of the Customer, whereupon the liability of the Company in respect of the goods or that part thereof stored as aforesaid shall wholly cease and the cost of such storage if paid for or payable by the Company or any Agent or Sub-Contractor of the Company shall forthwith upon demand be paid by the Customer to the Company.
- (B) The Company shall be entitled at the expense of the Customer to dispose of (by sale or otherwise as may be reasonable in all the circumstances):-
- (i) on 28 days notice in writing to the Customer, or where the Customer cannot be traced and reasonable efforts have been made to contact any parties who may reasonably be supposed by the Company to have any interest in the goods, any goods which have been held by the Company for 90 days and which cannot be delivered as instructed; and
- (ii) without prior notice, goods which have perished, deteriorated or altered or are in immediate prospect of doing so in a manner which has caused or may reasonably be expected to cause loss or damage to Third Parties or to contravene any applicable laws or regulations.
13. (A) No insurance will be effected except upon express instructions given in writing by the Customer and all insurances effected by the Company are subject to the usual exceptions and conditions of the Policies of the Insurance Company or Underwriters taking the risk. Unless otherwise agreed in writing the Company shall not be under any obligation to effect a separate Insurance on each consignment but may declare it on any open or general Policy held by the Company.
- (B) Insofar as the Company agrees to arrange Insurance, the Company acts solely as Agent for the Customer using its best endeavours to arrange such Insurance and does so subject to the limits of liability contained in Clause 29 hereof.
14. (A) Except under special arrangements previously made in writing or under the terms of a printed document signed by the Company, any instructions relating to the delivery or release of goods in specified circumstances only, such as (but without prejudice to the generality of this Clause) against payment or against surrender of a particular document, are accepted by the Company only as Agents for the Customer where Third Parties are engaged to effect compliance with the instructions.
- (B) The Company shall not be under any liability in respect of such arrangements as are referred to under Sub-Clause (A) hereof save where such arrangements are made in writing.
- (C) In any event, the Company's liability in respect of the performance or arranging the performance of such instructions shall not exceed that provided for in these Conditions in respect of loss of or damage to goods.
15. Advice and information, in whatever form it may be given is provided by the Company for the Customer only and the Customer shall indemnify the Company against any liability, claims, loss, damage, costs or expenses arising out of any other persons relying upon such advice or information. Except under special arrangements previously made in writing, advice and information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability.
16. (A) Except under special arrangements previously made in writing the Company will not accept or deal with bullion, coin, precious stones, jewellery, valuables, antiques, pictures, human remains, livestock or plants. Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing the Company shall be under no liability whatsoever for or in connection with such goods howsoever arising.
- (B) The Company may at any time waive its rights and exemptions from liability under Sub-Clause (A) above in respect of any one or more of the categories of goods mentioned herein or of any part of any category. If such waiver is not in writing, the onus of proving such waiver shall be on the Customer.
17. Except following instructions previously received in writing and accepted by the Company, the Company will not accept or deal with goods of a dangerous or damaging nature, nor with goods likely to harbour or encourage vermin or other pests, nor with goods liable to taint or affect other goods. If such goods are accepted pursuant to a special arrangement and then in the opinion of the Company they constitute a risk to other goods, property, life or health, the Company shall where reasonably practicable contact the Customer, but reserves the right at the expense of the Customer to remove or otherwise deal with the goods.
18. Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen or others, no declaration of value where optional will be made except under special arrangements previously made in writing.

THE CUSTOMER

19. The Customer warrants:
- (A) that the description and particulars of any goods furnished by or on behalf of the Customer are full and accurate.
 - (B) that all goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked, and that the preparation, packing, stowage, labelling and marking are appropriate to any operations or transactions affecting the goods and the characteristics of the goods.
 - (C) that where the Company receives the goods from the Customer already stowed in or on a container, trailer, tanker or any other device specifically constructed for the carriage of goods by land, sea or air (each hereafter individually referred to as "the transport unit"), the transport unit is in good condition and is suitable for the carriage to the intended destination of the goods loaded therein or thereon.
20. Should the Customer otherwise than under special arrangements previously made in writing as set out in Clause 17 above deliver to the Company or cause the Company to deal with or handle goods of a dangerous or damaging nature, or goods likely to harbour or encourage vermin or other pests, or goods liable to taint or affect other goods, he shall be liable for all loss or damage arising in connection with such goods and shall indemnify the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith, and the goods may be dealt with in such manner as the Company or any other person in whose custody they may be at any relevant time shall think fit.
21. The Customer undertakes that no claim shall be made against any Director, Servant or Employee of the Company which imposes or attempts to impose upon them any liability in connection with any services which are the subject of these Conditions and if any such claim should nevertheless be made, to indemnify the Company against all consequences thereof.
22. The Customer shall save harmless and keep the Company indemnified from and against:-
- (A) All liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the goods) arising out of the Company acting in accordance with the Customer's instructions or arising from any breach by the Customer of any Warranty contained in these Conditions or from the negligence of the Customer, and
 - (B) Without derogation from Sub-Clause (A) above, any liability assumed or incurred by the Company when by reason of carrying out the Customer's instructions the Company has reasonably become liable or may become liable to any other party, and
 - (C) All claims, costs and demands whatsoever and by whomsoever made or proffered in excess of the liability of the Company under the terms of these Conditions regardless whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of the Company, its Servants, Sub-Contractors or Agents, and
 - (D) Any claims of a General Average nature which may be made on the Company.
23. (A) The Customer shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counter-claim or set-off.
- (B) In respect of all sums which are overdue the Customer shall be liable to pay to the Company interest calculated at 4% above the Prime Lending Rate for the time being of Allied Irish Banks Plc.
24. Despite the acceptance by the Company of instructions to collect freight, duties, charges or other expenses from the Consignee or any other person the Customer shall remain responsible for such freight, duties, charges or expenses on receipt of evidence of proper demand and in the absence of evidence of payment (for whatever reason) by such Consignee or other person when due.
25. Where liability for General Average arises in connection with the goods, the Customer shall promptly provide security to the Company or to any other party designated by the Company in a form acceptable to the Company.

LIABILITY AND LIMITATION

26. The Company shall perform its duties with a reasonable degree of care, diligence, skill and judgement.
27. The Company shall be relieved of liability for any loss or damage if and to the extent that such loss or damage is caused by:-
- (A) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence;
 - (B) any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence.
28. Except under special arrangements previously made in writing the Company accepts no responsibility for departure or arrival dates of goods.
29. (A) Subject to Clause 2(B) above and Sub-Clause (D) below, the Company's liability howsoever arising and notwithstanding that the cause of loss or damage be unexplained shall not exceed
- (i) in the case of claims for loss or damage to goods
 - (a) the value of any goods lost or damaged, or
 - (b) a sum at the rate of two Special Drawing Rights as defined by the International Monetary Fund (hereinafter referred to as SDR's), per kilo of gross weight of any goods lost or damaged whichever shall be the least.
 - (ii) in the case of all other claims
 - (a) the value of the goods the subject of the relevant transaction between the Company and its Customer, or
 - (b) a sum at the rate of two SDR's per kilo of the gross weight of the goods the subject of the said transaction, or
 - (c) 75,000 SDR's in respect of any one transaction whichever shall be the least.

For the purposes of Clause 29(A) the value of the goods shall be their value when they were or should have been shipped. The value of SDR's shall be calculated as at the date when the claim is received by the Company in writing.

- (B) Subject to Clause 2(B) above and Sub-Clause (D) below, the Company's liability for loss or damage as a result of failure to deliver or arrange delivery of goods in a reasonable time or (where there is a special arrangement under Clause 28) to adhere to agreed departure or arrival dates shall not in any circumstances whatever exceed a sum equal to twice the amount of the Company's charges in respect of the relevant transaction.
 - (C) Save in respect of such loss or damage as is referred to at Sub-Clause (B) and subject to Clause 2(B) above and Sub-Clause (D) below, the Company shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profits, loss of market or the consequences of delay or deviation however caused.
 - (D) By special arrangement agreed in writing, the Company may accept liability in excess of the limits set out in Sub-Clauses (A) to (C) above upon the Customer agreeing to pay the Company's additional charges for accepting such increased liability. Details of the Company's additional charges will be provided upon request.
30. (A) Any claim by the Customer against the Company arising in respect of any service provided for the Customer or which the Company has undertaken to provide shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became or should have become aware of any event or occurrence alleged to give rise to such claim and any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred except where the Customer can show that it was impossible for him to comply with this Time Limit and that he has made the claim as soon as it was reasonably possible for him to do so.
- (B) Notwithstanding the provisions of Sub-Paragraph (A) above the Company shall in any event be discharged of all liability whatsoever howsoever arising in respect of any service provided for the Customer or which the Company has undertaken to provide unless suit be brought and written notice thereof given to the Company within nine months from the date of the event or occurrence alleged to give rise to a cause of action against the Company.

JURISDICTION AND LAW

31. These Conditions and any act or contract to which they apply shall be governed by the Laws of the Republic of Ireland and any dispute arising out of any act or contract to which these Conditions apply shall be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

OTHER CONDITIONS OF BUSINESS

32. If the business undertaken comprises or includes any of the following activities, then these Conditions shall still apply to the activity except to the extent that they are inconsistent with the Company's own standard terms (if any) for such activity in which case those standard terms shall apply:
- (a) the carriage of consolidated cargo by air
 - (b) the carriage of consolidated cargo by sea
 - (c) warehousing
 - (d) road haulage

DANGEROUS GOODS (AIR)

The inherent characteristics of certain commodities make it impossible for them to be carried by air without endangering the safety of aircraft, passengers or crew. However, some goods of a dangerous nature can be accepted for carriage providing the quantity is restricted to within given limits and packing conforms to specifications laid down in the current Edition of the IATA Dangerous Goods Regulations/ICAO Technical Instructions. The airlines agreement to accept dangerous cargo must be obtained before the consignment is delivered. A Shipper's declaration for dangerous goods, in duplicate in the form appropriate to the danger involved, as required by the current IATA Dangerous Goods Regulations, must accompany every consignment of dangerous cargo, worded as follows:

"I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked and labelled, and are in all respects in the proper condition for transport by air according to the applicable International and National Government Regulations."

WAREHOUSING CONDITIONS OF CONTRACT

DHL GLOBAL (FORWARDING IRELAND) LIMITED is not a common carrier, and undertakes all services subject solely to the following Conditions which can be varied only in writing by a Director, Company Secretary or Partner of the Company. If a Customer's acceptance document, purchase order or other documentation, received by the Company before or after notification of these Conditions, contains terms or conditions additional to, or at variance with these Conditions, then every such additional or varying term or condition shall be of no effect.

IMPORTANT NOTE

The Customer's attention is drawn specifically to Condition 3. Condition 3 (ii) has been included herein solely to relieve the owner of the goods (including any associated packing and equipment) the subject of this contract ("the Goods"), or the owner's agent, of the additional costs that the Company would need to include to recover insurance charges where its liability not limited as provided for in Condition 3 (ii). Condition 3 (iii) will become operative at the option of the Customer on the terms provided therein.

WARRANTY OF AGENCY

1. The Customer warrants that it is either the owner of the Goods or is authorised by such owner to accept these Conditions on the owner's behalf.

CUSTOMER UNDERTAKINGS

2. (i) The Customer undertakes that:-
- (a) When presented for warehousing, the Goods shall be securely and properly packed in compliance with any statutory regulations or official or recognised

standards and in such condition as not to cause damage or injury or the likelihood of damage or injury to the property of the Company or to any other goods, whether by spreading of damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever.

- (b) Before presentation of the Goods for warehousing, the Customer will inform the Company in writing of any special precautions necessitated by the nature, weight or condition of the Goods and of any statutory duties specific to the Goods with which the Company may need to comply.
 - (c) It will reimburse all duties and taxes that the Company may be required to pay in respect of the Goods, except to the extent that the Company is required to accept responsibility for them in accordance with Condition 3.
 - (d) Unless prior to acceptance of the Goods by the Company, the Company receives written notice containing all appropriate information, none of the Goods constitute "Waste" as defined in the Environmental Protection Act 1990.
 - (e) Unless prior to acceptance of the Goods by the Company, the Company receives written notice containing all appropriate information, none of the Goods are or contain substances the storage of which would require the obtaining of any consent or licence or which, if they escaped from their packaging, would or may cause pollution of the environment or harm to human health.
2. (ii) Notwithstanding any notice under Condition 3 (iii), if there is a breach of contract by the Customer, the Customer will indemnify the Company against any loss or damage it suffers which is related to the breach, and will pay all costs and expenses (including professional fees) incurred in, and the Company's reasonable charges for, dealing with the breach and its consequences. The Customer will pay an extra storage charge equal to the amount of any fine or penalty payable by the Company wholly or partly as a result of a breach by the Customer of this contract. If the Company suspects a breach of warranty in Condition 1 or of any undertaking in Condition 2 (i), it may demand the immediate removal of any goods held for the Customer, or itself arrange their removal without notice, at the Customer's expense.

COMPANY'S LIABILITY FOR GOODS AND OTHER LOSSES

3. (i) Except as provided in Condition 3(iii) below, the Company does not insure the Goods and the Customer shall make arrangements to cover the Goods against all risks to the full insurable value thereof.
3. (ii) The Company excludes liability for any claim relating to loss, damage, deterioration, delay, non-delivery, mis-delivery, unauthorised delivery or non-compliance with instructions of or to or in connection with the Goods ("Claim"). This exclusion does not apply if a Claim arises from the neglect or wilful act or default of the Company, its employees (acting in furtherance of their duties as employees) or sub-contractors (acting in furtherance of their duties as sub-contractors). In any case, the Company's liability shall not exceed a total of €127 per tonne weight of that part of the Goods in respect of which a claim arises. In no case shall the Company be liable for any loss of profit or indirect or consequential loss of any kind.
3. (iii) The limit of liability in Condition 3 (ii) may be increased by written notice, in which event:-
 - (a) The Customer shall give written notice to be received by the Company at least 7 days before the date on which the increased liability is required to be operative and shall specify the nature and the maximum value of the Goods to be at risk inclusive of duty and taxes paid or payable thereon. Under no circumstances will the Company's liability to the Customer exceed the value given under this notice.
 - (b) The Customer shall accept an increase in the Company's charges to cover the costs incurred in insuring against the Company's additional liability hereunder.
- (iv) (a) The Company shall not be liable for any Claim unless it has received written notice of the Claim from the Customer within 21 days (7 days in the case of sub-contract carriage) of the cause of the Claim coming to the Customer's knowledge or of the Goods being delivered by the Company to or to the use of the Customer, whichever is the later.
 - (b) No legal proceedings may be brought against the Company unless they are issued and served, and no counterclaim may be raised unless full written details are received by the Company, within 9 months of the event giving rise to the Claim.
3. (v) The Company shall not be liable hereunder for any loss or damage to the extent that the same is caused or contributed to by a breach of any of the Customer's warranties and undertakings (or by any of the circumstances by virtue of which the Company is relieved of its contractual obligations in accordance with Condition 8).

EMPLOYEES AND SUB-CONTRACTORS

4. (i) The Customer and the Owner of the Goods will not take any proceedings against any employee or sub-contractor of the Company for a Claim.
4. (ii) Without prejudice to Condition 4 (i), if an employee or sub-contractor pays or is liable to make a payment to the Customer or Owner of the Goods in connection with a Claim, the Customer and the Owner of the Goods will each fully indemnify the Company against any claim (including all costs and expenses) by the employee or sub-contractor against the Company for reimbursement of or indemnity against that payment to the extent that it exceeds €127 per tonne weight of that part of the Goods the subject of a Claim or any higher figure agreed under Condition 3(iii).
4. (iii) In any of the circumstances referred to in Condition 4 (iv) hereof, and otherwise with the written consent of the Customer, the Company shall be entitled to sub-contract all or any part of its business and in this event these Conditions shall apply to such services. The Company shall be entitled to sub-contract with others for the security, cleaning, maintenance, repair and other services and works at the premises where the Goods are located.
4. (iv) The circumstances referred to in Condition 4 (iii) hereof are actual or anticipated storm, flood, fire, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance,

requirement of a responsible Authority or any emergency reasonably requiring such action by the Company.

CHANGE OF CUSTOMER

5. The Customer may give written authority for the Goods or any part thereof to be transferred by the Company to the account of another party but subject to the Customer ensuring before the effective date of the transfer that such other party notifies the Company in writing that it is to become the Customer and is to be bound by these Conditions and by any notice given under Condition 3(iii) (a). Further, the Customer agrees to continue to pay the Company's charges until receipt by the Company of the other party's written notification.

CHARGES, PAYMENTS AND LIEN

6. The Company's charges, which may be increased from time to time by at least 21 days prior notice to the Customer, shall be payable free of any deductions at such periodic intervals as may have been agreed between the parties and in any event on the earlier of (a) the expiry of any agreed period of credit and (b) the time immediately before the removal of the Goods from the Company's custody or control. Interest on amounts due and unpaid shall be payable from the date when payment of such amounts fell due and shall be calculated at the rate of 2 per cent for each calendar month during all or part of which a payment is overdue. Further, the Company shall have on the Goods a particular lien, as well as a general lien entitling it to retain the Goods as security for payment of all sums due from the customer on any account (relating to the Goods or not). Storage charges shall continue to accrue on any goods detained under lien.

TERMINATION

7. (i) The Goods shall be removed by the Customer from the custody or control of the Company at such date as may have been agreed between the parties. In the absence of such agreement, and otherwise where reasonably necessary, the Company may at any time by notice in writing to the Customer require the removal of the Goods within 28 days from the date of such notice or, in the case of perishable goods, within 3 days.
7. (ii) In the event of failure by the Customer to pay any amount due to the Company or to remove any of the Goods from the custody or control of the Company (notice in accordance with Condition 7 (i) having been given) at the due time, the Company may, without prejudice to its other rights and remedies against the Customer, give notice in writing to the Customer of the Company's intention to sell or otherwise dispose of the Goods at the Customer's entire risk and expense if such amount is not paid and/or such Goods are not removed within 28 days, or in the case of perishable within three days from the date of such notice. On the expiry of such period, if such payment has not been made and/or the Goods have not been so removed the Company shall be entitled to sell or otherwise dispose of all or any part of the Goods at the Customer's own risk and expense by the best method reasonably available, and the proceeds of any sale or disposal shall be remitted to the Customer after deduction therefrom of all expenses and all amounts due to the Company from the Customer on any account.
7. (iii) In the case of perishable goods, notice under Condition 7 (ii) may be combined with a notice under Condition 7(i).

FRUSTRATION OF CONTRACT

8. The Company shall be relieved of its contractual obligations to the extent that their performance is prevented by, or their non-performance results wholly or partly, directly or indirectly from the act, neglect, or default of the Customer, including any breach by the Customer of these Conditions, or by storm, flood, fire, explosion, breakdown or failure of plant and/or machinery, riot, civil disturbance, industrial dispute, labour disturbance or cause beyond the reasonable control of the Company.

GENERAL

9. (i) Each exclusion or limitation in these Conditions exists separately and cumulatively.
9. (ii) When reasonably necessary and at the discretion of the Company the Goods may be carried, stored or handled with other compatible goods or transferred between stores.
9. (iii) Any notice or statement of account given by the Company to the Customer shall be duly given if left at or sent by first class post to the last known address of the Customer or by facsimile to the last notified number and such notice or account shall if posted be deemed to have been given 2 working days after posting and, if by facsimile, the next working day.

GOVERNING LAW

10. All contracts between the Company and the Customer shall be governed in all respect by the Laws of the Republic of Ireland and the Customer hereby submits to the exclusive jurisdiction of the Courts of the Republic of Ireland.

OTHER CONDITIONS OF BUSINESS

11. If the business undertaken comprises or includes any of the following activities, then these Conditions shall still apply to the activity except to the extent that they are inconsistent with the Company's own standard terms (if any) for such activity in which case those standard terms shall apply.
 - (a) Carriage of goods over public roads (other than in connection with the loading or unloading of the goods and the transfer of the Goods as referred to in Condition 9 (ii)).
 - (b) Vehicle repair and maintenance.
 - (c) Freight Forwarding.
 - (d) Carriage of consolidated cargo by air.
 - (e) Carriage of consolidated cargo by sea.

ROAD HAULAGE CONDITIONS OF CONTRACT

DHL GLOBAL FORWARDING (IRELAND) LIMITED

(hereinafter referred to as "the Carrier") accepts goods (hereinafter referred to as "Consignment") for carriage subject to the terms and conditions (hereafter referred to as "these Conditions") set out below. No agent or employee of the Carrier is permitted to alter or vary these Conditions in any way unless he/she is expressly authorised to do so by the Carrier in writing. These Conditions shall be incorporated into and shall form part of any and all agreements between the Carrier and the customer (hereafter referred to as "Customer") for the carriage of any Consignment within and between the Republic of Ireland and the United Kingdom of Great Britain and Northern Ireland.

1. DEFINITIONS

In these Conditions the following expressions shall have the meanings respectively assigned to them below:

"these Conditions" means the terms and conditions set out herein

"Consignee" means the person or company to whom the Carrier contracts to deliver the Consignment.

"Consignment" shall mean goods, whether a single item or in bulk or contained in one parcel, package or container, as the case may be, or any number of separate items, parcels, packages or containers sent at one time in one load or for the Customer from one address to one address.

"Contract" shall mean the contract of carriage between the Customer and Carrier, incorporating these Conditions.

"Customer" shall mean the customer who contracts for the services of the Carrier.

"Dangerous Goods" shall have the meaning of assigned to it in the Carriage of Dangerous Goods by Road Act, 1998.

2. CARRIER IS NOT A COMMON CARRIER.

The Carrier is not a common carrier and will accept goods for carriage only on these conditions.

3. PARTIES AND SUB-CONTRACTING.

(1) Where the Customer is not the owner of some or all of the goods in any Consignment he shall be deemed for all purposes to be the agent of the owner or owners.

(2) The Carrier may employ the services of any other carrier as may by law be permitted for the purpose of fulfilling the Contract in whole or in part. Any such other carrier shall have the like power to sub-contract on like terms.

(3) The Carrier enters into the Contract for and on behalf of himself and his servants, agents and sub-contractors referred to in subsection (2) above and their respective sub-contractors and every reference in these Conditions to the 'Carrier' shall be deemed to include every other such carrier, servant, agent and sub-contractor with the intention that they shall have the benefit of the Contract and collectively and together with the Carrier shall be under no greater liability whatsoever to the Customer or anyone claiming through him than that of the Carrier under the Contract.

(4) Notwithstanding paragraph (3) of this Condition the carriage of any Consignment by rail, sea, inland waterway or air is arranged by the Carrier as agent of the Customer and shall be subject to the terms and conditions of the rail, shipping, inland waterway or air carrier contracted to carry the Consignment. The Carrier shall be under no liability whatever to whomsoever and howsoever arising in respect of such carriage.

(5) The Carrier confirms and certifies that it is in possession of a current road freight carrier's licence [under the Road Transport Acts].

4. DANGEROUS GOODS

(1) If the Carrier agrees to accept Dangerous Goods for carriage, such goods must be accompanied by a declaration of their nature and contents and all documentation, labelling and marking required by law and in particular as required by Section 11 of the Carriage of Dangerous Goods by Road Act, 1998 and Sections 6, 7 and 8 of the Carriage of Dangerous Goods by Road Regulations, 2001.

(2) The Customer shall provide the Carrier, in a timely manner, with all documentation required by law and in particular by the Carriage of Dangerous Goods by Road Act, 1998 and any regulations made thereunder, in connection with the carriage of any Dangerous Goods before transit of such goods.

(3) The Dangerous Goods must be properly and safely packed in accordance with the Carriage of Dangerous Goods by Road Regulations, 2001 and any subsequent amendments and in accordance with any other requirements under law.

(4) The Customer warrants that the carriage of the Dangerous Goods is permitted by law and that it has complied with all relevant requirements under law relating to the carriage of Dangerous Goods.

(5) The Customer shall indemnify the Carrier, its servants, agents and sub-contractors from and against any and all loss, damage or injury however caused arising out of the carriage of any Dangerous Goods, whether declared as such or not.

5. LOADING AND UNLOADING

Unless otherwise agreed in writing:

(1) The Carrier shall not be under any obligation to provide any plant, power, or labour (other than the normal loading and unloading facilities of the vehicle) in connection with the loading or unloading of any Consignment.

(2) The Customer warrants and undertakes that any special appliances or facilities required for loading or unloading the Consignment which are not carried by the vehicle will be provided by the Customer or on the Customer's behalf. Such goods shall be accepted for carriage only on condition that the sender has duly ascertained from the Consignee that such appliances or facilities are available at a destination.

(3) Where the Carrier is called upon to load or unload any Consignment requiring the use of special appliances or facilities the Carrier shall be under no liability whatsoever to the Customer for any damage however caused, whether or not by the negligence of the Carrier, and the Customer shall save harmless and keep the Carrier indemnified against any claim or demand which could not have been made if such assistance had not been given.

(4) The Carrier shall not be required to provide service beyond the usual place of collection or delivery or render physical assistance in the loading or unloading of any Consignment and if any such service or assistance is given by any employee, servant or agent of the Carrier such service or assistance shall not be deemed given by the Carrier and shall be at the sole risk of the Customer, who will save harmless and keep the carrier indemnified against any and all costs, losses, liabilities, claims or demands arising directly or indirectly from the rendering of such service or assistance.

(5) The Carrier or his servants or agents shall decide if safe and adequate access exists at the place of collection or delivery. If the Customer or any servant or agent of the Customer or the Consignee or any other party, acting in any authority other than that of the Carrier, requires the vehicle and Consignment to be placed otherwise than at the discretion of the Carrier the vehicle and the Consignment shall be at the sole risk of the Customer, and the Customer shall keep the Carrier indemnified against any claim or demand for any cost, loss or damage howsoever caused, subject in all cases to the right of the Carrier to refuse to place the vehicle if he so considers it advisable.

6. CONSIGNMENT NOTES

(1) The Carrier shall, if so required, sign a consignment note or similar document prepared by the sender or Customer acknowledging the receipt of the Consignment but notwithstanding any statements therein no such document shall be evidence of the condition or of the correctness of the declared nature, quantity, or weight of the consignment at the time it is received by the Carrier unless the Carrier or its representative has been permitted to and facilitated in verifying such nature, quantity or weight prior to the loading of the Consignment on the Carrier's vehicle.

(2) In the event of any dispute arising between the parties the Customer shall be responsible for proving that the Consignment was of the nature, quantity or weight declared in the relevant document.

7. TRANSIT

(1) Subject to these Conditions the obligations and responsibilities of the Carrier in relation to any Consignment shall subsist only while such Consignment is in transit.

(2) Transit shall commence when the Carrier takes possession of the Consignment whether at the point of collection or at the Carrier's premises.

(3) Transit shall (unless otherwise previously determined) end when the Consignment is tendered at the usual place of delivery at the Consignee's address within the customary cartage hours of the district, provided that:-

(a) if no safe and adequate access or no adequate unloading facilities exist then transit shall be deemed to end at the expiry of one clear day after notice in writing (or by telephone if so previously agreed in writing) of the arrival of the Consignment at the Carrier's premises has been sent to the Consignee; and

(b) when for any other reason whatsoever a Consignment cannot be delivered or when a Consignment is held by the Carrier 'to await order' or 'to be kept until called for' or upon any like instructions and such instructions are not given, or the Consignment is not called for and removed, within a reasonable time, then transit shall be deemed to end.

8. UNDELIVERED OR UNCLAIMED GOODS

Where the Carrier is unable for whatever reason to deliver a Consignment to the Consignee or where by virtue of the proviso to Condition 7 (2) hereof, transit shall be deemed to have ended and the Carrier may sell the goods. Payment or tender of the proceeds of any such sale (after deductions of all proper charges and expenses in relation thereto and all outstanding charges in relation to the carriage and storage of the goods) to the Customer shall (without prejudice to any claim or right which either party may have against the other pursuant to the Contract) discharge the Carrier from all liability in respect of such Consignment, its carriage and storage provided that:-

(a) the Carrier shall take reasonable steps to obtain a fair value for the Consignment; and

(b) the power of sale shall not be exercised where the name and address of the sender or the Consignee is known unless the Carrier shall have done what is reasonable in the circumstances to give notice to the sender, or if the name and address of the sender is not known to the Consignee the goods may be sold unless within the time specified in such notice, being a reasonable time in the circumstances from the giving of such a notice, the goods are collected or instructions are given for their disposal.

9. CARRIER'S CHARGES

- (1) The Carrier's charges for carriage shall be payable by the Customer, within thirty (30) days of the date of the Carrier's invoice, without prejudice to the Carrier's rights against the Consignee or any other person. Provided that when the Consignment is consigned 'carriage forward' the Customer shall not be required to pay such charges unless the Consignee fails to pay after a reasonable demand has been made by the Carrier for payment thereof.
- (2) Charges shall be payable when due without reduction or deferment on account of any claim, counterclaim or set-off. The Carrier shall be entitled to interest at 2% above the Bank of Ireland base rate prevailing at the date of the Carrier's invoice or account, calculated on a daily basis on all amounts overdue to the Carrier.
- (3) Except where the quotation states otherwise all quotations based on a tonnage rate shall apply to the gross weight, unless the goods exceed 80 cubic feet in measurement per ton weight, in which case the tonnage rate shall be computed upon and apply to each measurement of 80 cubic feet or any part thereof.
- (4) A claim or counterclaim shall not be made the reason for deferring or withholding payment of monies payable, or liabilities incurred, to the Carrier.

10. TIME LIMIT FOR CLAIMS

- (1) The Carrier shall not be liable:-
 - (a) for damage to the whole or any part of the Consignment, or physical loss, deviation, mis-delivery, delay or detention where the Consignee has acknowledged (by signing a delivery note or otherwise) upon delivery that the Consignment has been received in good condition, and failing such acknowledgement unless the Carrier is advised thereof in writing within three (3) days and a claim in respect thereof made in writing within fourteen (14) days after the termination of transit;
 - (b) for any other loss unless the Carrier is advised of the loss or non-delivery in writing (other than upon a consignment note or delivery document) within twenty eight (28) days and the claim is made in writing within forty two (42) days after the commencement of transit
- (2) The Carrier shall in any event be discharged from all liability whatsoever and howsoever arising in respect of the Consignment unless court proceedings are issued within one year of the date when transit commenced.
- (3) In the computation of time where any period provided by these Conditions is seven days or less, Saturdays, Sundays and all statutory public holidays shall be excluded.

11. LIABILITY FOR LOSS AND DAMAGE

- (1) The terms set out in paragraph (2) of this Condition shall be applicable unless, before the transit commences, the Customer has agreed in writing that the Carrier shall not be liable for any loss or mis-delivery of or damage to or in connection with the Consignment however or whenever caused and whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.
- (2) Subject to these conditions the Carrier shall be liable for any loss, or misdelivery of or damages to the Consignment occasioned during transit unless such loss, misdelivery or damage has arisen from:-
 - (a) act of God;
 - (b) any consequences of war, invasion, act of foreign enemy, hostilities (whether war or not), civil war, rebellion, insurrection, terrorist act, military or usurped power, confiscation, requisition, destruction of, or damage to property by or under the order of any government or public or local authority;
 - (c) seizure or forfeiture under legal process;
 - (d) act or omission misrepresentation or misstatement of the Customer or owner of the Consignment or of the servants or agents of either;
 - (e) inherent liability to wastage in bulk or weight, faulty design, latent defect or inherent defect, vice or natural deterioration of the Consignment;
 - (f) insufficient or improper packing or (where the Carrier has not supervised the loading of the Consignment) loading;
 - (g) insufficient or improper labelling or addressing;
 - (h) riots, civil commotion, strikes, lockouts, industrial disputes, general or partial stoppage of restraint of labour from whatever cause;

(i) any breach by the Customer of these Conditions including where the Consignee has not taken any Consignment or has made available for collection or accepted delivery of any such Consignment within a reasonable time after Consignment has been tendered;

(i) where goods which have been loaded into or onto a container or other unit load instrument and sealed by the sender or Customer and received as such by the Carrier and entered at the usual place of delivery at the Consignee's first address with the seal unbroken and the Carrier has not broken the seal.

(3) Where the Carrier has been afforded with no opportunity to verify the quantity of the Consignment upon loading the Carrier shall in no event be responsible or liable to the Customer in respect of any alleged shortage in the Consignment upon delivery.

(4) In no event shall the Carrier be liable to the Customer for delay in delivery due to any matter beyond the Carrier's control, including without limitation the matters referred to in sub-paragraphs (2) (a) and (b) of this Clause 11.

12. LIMITATION OF LIABILITY

(1) Except as otherwise provided in these Conditions, the liability of the Carrier in respect of claims for physical loss, mis-delivery of or damage to goods comprising the Consignment, however arising, shall in all circumstances be limited to the lesser of:

- (a) the value of the goods actually lost, mis-delivered or damaged; or
- (b) the cost of repairing any damage or of reconditioning the goods; or
- (c) a sum calculated at the rate of one thousand one hundred euro (€1,100) per tonne on the gross weight of the goods actually lost, mis-delivered or damaged;

and the value of the goods actually lost, mis-delivered or damaged shall be taken to be their invoice value if they have been sold and shall otherwise be taken to be the replacement cost thereof to the owner at the commencement of transit, and in all cases shall be taken to include any Customs and Excise duties or taxes payable in respect of those goods

(2) Where the loss, damage or mis-delivery however sustained is in respect of part of a Consignment the liability of the Carrier shall be limited to the proportion of the sum ascertained in accordance with paragraph (1) of this Condition which the actual value of that part of the Consignment bears to the actual value of the whole of the Consignment.

(3) The liability of the Carrier in respect of claims for any other loss whatsoever (including indirect or consequential loss or damage and loss of market), and howsoever arising in connection with the Consignment, shall not exceed the amount of carriage charges in respect of the Consignment or the amount of the claimant's proved loss, whichever is the lesser, unless:

- (a) at the time of entering into the Contract with the Carrier the Customer declares to the Carrier a special interest in delivery in the event of physical loss mis-delivery or damage or of an agreed time limit being exceeded and agrees to pay a surcharge calculated on the amount of the interest, and
- (b) at least 7 days prior to the commencement of transit the Customer has delivered to the Carrier written confirmation of the special interest, agreed time limit and amount of the interest.

13. GENERAL LIEN

(1) The Carrier shall have a general lien against the Customer, where the Customer is the owner of any Consignment, for any monies whatsoever due from the Customer to the Carrier. If any lien is not satisfied within a reasonable time the Carrier may at its absolute discretion sell the Consignment or part thereof as agents for the Customer and apply the proceeds towards the monies due and the expense of the retention, insurance and sale, and shall upon accounting to the Customer for any balance remaining, be discharged from all liability whatsoever in respect of the Consignment.

(2) Where the Customer is not the owner of the Consignment, the Carrier shall have a particular lien against the said owner, allowing the Carrier to retain possession, but not to dispose of, the Consignment against monies due from the Customer in respect of the Consignment.

14. UNREASONABLE DETENTION

The Customer shall be liable for the cost of unreasonable detention of vehicles, containers, trailers and other equipment to the extent that such detention is beyond the control of the Carrier, but the Carrier's rights against any other person in respect thereof, shall remain unaffected. To the extent that any such detention occurs at the premises of the Customer or of the Consignee, the Customer shall be liable for demurrage at the Carrier's current rate of demurrage for the period during which such detention continues.

15. USE OF FORMS

The use of Customer's own contract forms, purchase orders, invoices or other forms shall not derogate from these Conditions but shall be deemed to be supplemental thereto.

16. INDEMNITY TO THE CARRIER

The Customer shall indemnify the Carrier against:

(1) All liabilities and costs incurred by the Carrier (including but not limited to claims, demands, proceedings, fines, penalties, damages, expenses

and loss or damage to the carrying vehicle and to other goods carried) by reason of any error, omission, mis-statement or misrepresentation by the Customer or other owner of the Consignment or by any servant or agent of either of them, insufficient or improper documentation or packing, labelling or addressing of the Consignment or fraud as contemplated by Condition 17.

- (2) All claims and demands whatsoever (including for the avoidance of doubt claims alleging negligence) by whomsoever made and howsoever arising (including but not limited to claims caused by or arising out of the carriage of Dangerous Goods and claims made upon the Carrier by Customs and Excise in respect of dutiable goods consigned in bond) in excess of the liability of the Carrier under these Conditions in respect of any loss or damage whatsoever to, or in connection with, the Consignment whether or not caused or contributed to directly or indirectly by any act, omission, neglect, default or other wrongdoing on the part of the Carrier, its servants, agents or sub-contractors.

17. FRAUD

The Carrier shall not in any circumstances be liable in respect of a Consignment where there has been fraud on the part of the Customer or the owner, or the servants or agents of either, in respect of that Consignment, unless the fraud has been contributed to by the complicity of the Carrier or of any servant of the Carrier acting in the course of his employment.

18. VALIDITY

If any provision of these Conditions is held by any competent authority to be invalid, unlawful or unenforceable in whole or part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

19. WAIVER

Failure or neglect by the Carrier to enforce at any time any of the Conditions hereof shall not be construed nor deemed to be a waiver of the Carrier's rights hereunder, nor in any way affect the validity of the whole or any part of these Conditions, nor prejudice the Carrier's rights to take subsequent action.

20. NOTICES

- (1) Any notice or other communication given or made under this Agreement shall be in writing and may be delivered to the relevant party or sent by pre-paid post or telecopier to the address of that party (which in the case of the Carrier shall be the address appearing at the head of this Agreement and in the case of the Customer shall be the address set out in the relevant purchase order) or to that party's telecopier number thereat or to that party's electronic mail address (if notified to the other party) or to such other address, number or electronic mail address as may be notified in writing by that party from time to time for this purpose and will be effective notwithstanding any change of address, telecopier number or electronic mail address not so notified.
- (2) Unless the contrary is proved, each such notice or communication will be deemed to have been given or made and delivered, if by post 48 hours after posting, if by delivery when left at the relevant address, if by telecopier upon transmission during normal business hours (otherwise on the next following Business Day), subject to the correct answerback code or telecopier number being received on the transmission report, or if by electronic mail when actually received in the incoming mail box of the recipient.

21. GOVERNING LAW

These Conditions shall be governed by and shall be read and construed in all respect in accordance with Irish law and each of the parties hereto submit to the jurisdiction of the Irish courts. This jurisdiction shall not (and shall not be construed so as to) limit the right of the Carrier to issue proceedings against the Customer in any other court or regulatory body of a competent jurisdiction.

22. CARRIER AS SUB-CONTRACTOR

Whereas the Carrier may act as sub-contractor to a prime Carrier or Contractor it shall be understood that in the event of any dispute whatsoever, and without prejudice to the foregoing conditioned, the trading terms of the prime Carrier / Contractor shall apply insofar as these restrict and contain any and all liability that may be deemed to attach, directly or indirectly, to the Carrier in his sub-contract capacity, whether or not such liability be specifically defined and that under no circumstances shall the liability of the Carrier exceed that of the prime Carrier / Contractor.

23. OTHER CONDITIONS OF BUSINESS

If the business undertaken comprises or includes any of the following activities, then these Conditions shall still apply to the activity except to the extent that they are inconsistent with the Company's own standard terms (if any) for such activity in which case those standard terms shall apply:

- (a) the carriage of consolidation cargo by air
- (b) the carriage of consolidation cargo by sea
- (c) warehousing
- (d) freight forwarding.